

**ASSIGNMENT AND ASSUMPTION  
OF FEE IN LIEU OF TAX AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF FEE IN LIEU OF TAX AGREEMENT (this “Agreement”), dated effective as of \_\_\_\_\_, 2024 (the “Effective Date”), is entered into by and between GENTHERM (SOUTH CAROLINA) CORPORATION (f/k/a Alfmeier Corporation), a South Carolina corporation, and GENTHERM AUTOMOTIVE, LLC (f/k/a Alfmeier Friedrichs & Rath LLC), a South Carolina limited liability company (collectively, the “Assignor”), and CIRCLE K HOLDINGS, LLC, a Michigan limited liability company (“Assignee”). Assignor and Assignee are sometimes collectively referred to as the “parties” or singularly as a “party.” Further, GREENVILLE COUNTY, SOUTH CAROLINA (the “County”) has given its consent to this Agreement as evidenced by the annexed Exhibit A, which is made a part hereof.

**RECITALS**

**WHEREAS**, the County, acting by and through its County Council (the “Council”), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”); Title 4, Chapter 1 of the Code (the “Multi-County Park Act”) or, as to Section 4-1-175 thereof, the “Special Source Act”) (collectively, the “Act”) and Ordinance No. 4840 duly enacted by Council on October 4, 2016 (the “FILOT Ordinance”), entered into a Fee in Lieu of Tax and Special Source Revenue Credit Agreement, dated as of October 1, 2016 (the “FILOT Agreement”), with Assignor pursuant to which Assignor agreed to make, and the County agreed to accept, negotiated fee in lieu of tax payments (“FILOT”) with respect to certain eligible property (“FILOT Property”) constituting an expansion of existing facilities in the County for automotive and related products (collectively, the “Project”); and

**WHEREAS**, Assignor desires to assign all of its interests in the FILOT Ordinance, the FILOT Agreement and the FILOT Property to Assignee, as part of the Assignee’s acquisition of the FILOT Property; and

**NOW, THEREFORE**, in consideration of the premises and for the foregoing recitals which are incorporated herein by reference and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and delivers to Assignee all of Assignor’s rights, titles and interests in and to the FILOT Ordinance, the FILOT Agreement and FILOT Property, and all matters related thereto, on and after the date first written above (the “Effective Date”), including all rights, duties, and obligations conferred by the FILOT Ordinance and the FILOT Agreement upon Assignor. On and after the Effective Date, Assignor shall be fully released and discharged from any and all of Assignor’s obligations under the FILOT Ordinance and FILOT Agreement except as those obligations arise directly from Assignor’s actions or inactions which occurred prior to the Effective Date.



2. Assumption. As part of the consideration for this Assignment, Assignee hereby assumes and agrees to fully perform and observe all of the terms, covenants, conditions and agreements to be performed on the part of Assignor under the FILOT Ordinance and the FILOT Agreement, including, without limitation, with respect to the FILOT Property, and arising on or after the Effective Date of this Agreement, including without limitation, the obligation to make timely payment of the applicable FILOT payments and other sums becoming due and payable with respect to the FILOT Property pursuant to the FILOT Agreement with respect to periods on and after the Effective Date.

3. Representations and Warranties by Assignor. Assignor hereby represents and warrants to Assignee that Assignor is not in breach or default under any or all of the FILOT Agreement, nor does any circumstance exist which, with notice or lapse of time or both, would constitute a breach of, or event of default under, any or all of the FILOT Agreement.

4. Indemnity.

(a) Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any claims, penalties, damages, costs and expenses incurred in connection with the FILOT Ordinance and the FILOT Agreement that arise from events or circumstances occurring on or after the Effective Date to the extent caused by or arising out of any act, omission or neglect of Assignee, its agents, employees, contractors, licensees, invitees or any other party claiming by or through Assignee, or the violation of any covenant or provision of this Agreement, the Ordinance or the FILOT Agreement by any of the foregoing, said indemnity to include reasonable attorneys' fees and court costs.

(b) Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any claims, penalties, damages, costs and expenses incurred in connection with the FILOT Ordinance and the FILOT Agreement that arise from events or circumstances occurring before the Effective Date to the extent caused by or arising out of any act, omission or neglect of Assignor, its agents, employees, contractors, licensees, invitees or any other party claiming by or through Assignor, or the violation of any covenant or provision of this Agreement, the Ordinance or the FILOT Agreement by any of the foregoing, said indemnity to include reasonable attorneys' fees and court costs.

5. Entire Agreement. This Agreement, together with any contemporaneous agreements (including any documents incorporated herein by reference), constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection herewith. No interpretation, modification, termination or waiver of any provision of, or default pursuant to, this Agreement shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

6. Waiver Limitation. No failure or delay in exercising any right, power or remedy hereunder shall constitute a waiver, forfeiture or other impairment of such right, power or remedy.



Except as expressly provided herein to the contrary, the rights, powers and remedies herein are cumulative rather than exclusive and may be exercised concurrently or consecutively in any order.

7. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of conflicts of law. The parties hereto agree to submit to and be bound by the jurisdiction of the courts, either federal or state, of the State of South Carolina. Venue for any action brought to enforce this Agreement shall lie in Greenville County, South Carolina.

8. Attorneys' Fees. In the event that any party shall bring an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court or arbitration panel having jurisdiction over the matter, including, but not limited to, attorneys' fees and costs incurred in courts of original jurisdiction, bankruptcy courts or appellate courts, and in the enforcement or collection of an award or judgment.

9. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Severability. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Additionally, the parties hereto acknowledge and agree that any party may execute facsimile copies, and said facsimile copies will have the same binding effect as executed original counterparts.

*[the remainder of this page intentionally left blank]*



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ASSIGNOR:

GENTHERM (SOUTH CAROLINA)  
CORPORATION (f/k/a Alfmeier Corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENTHERM AUTOMOTIVE, LLC (f/k/a  
Alfmeier Friedrichs & Rath LLC)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ASSIGNEE:

CIRCLE K HOLDINGS, LLC

By: Koops, Inc., its Sole Member

By: \_\_\_\_\_

Name: Jeff VanUffelen

Its: Vice President of Finance



**EXHIBIT A**

**CONSENT AND AGREEMENT TO ASSIGNMENT**

Greenville County, South Carolina approves and consents to the above assignment and assumption of the FILOT Ordinance, the FILOT Agreement and the FILOT Property.

**GREENVILLE COUNTY, SOUTH CAROLINA**

(SEAL)

\_\_\_\_\_  
Chairman of County Council

\_\_\_\_\_  
County Administrator

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council